



STATE OF OKLAHOMA CONTRACT WITH 22ND CENTURY TECHNOLOGIES, INC.

This State of Oklahoma Statewide Contract No. 1118 ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and 22nd Century Technologies, Inc. ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature ("Effective Date").

Purpose

The State is awarding the Contract to Supplier for the provision of purchasing Call/Contact Center Staffing and Management services for various State agencies, as more particularly described in certain Contract documents. Supplier submitted a proposal with no exceptions. This Contract document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Upon full execution of the Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Statewide Terms, Attachment C;
 - 2.4. Information Technology Terms, Attachment D;
 - 2.5. Price, Attachment E-1
 - 2.6. Response to Specification, Attachment E-2
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier. The State agrees to maintain the financial information found on pages 72-80 of the Supplier's bid as confidential. No other information requested to be held confidential was deemed confidential by the State.

- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

22ND CENTURY TECHNOLOGIES, INC.

By: *Amanda Otis*
Amanda Otis (Jun 21, 2024 10:12 CDT)
Name: Amanda Otis
Title: State Purchasing Director
Date: Jun 21, 2024

By: *Sandeep Singh*
Sandeep Singh (Jun 21, 2024 11:11 EDT)
Name: Sandeep Singh
Title: Business Head
Date: Jun 21, 2024

ATTACHMENT A
SOLICITATION NO. 0900000546

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services (OMES) Information Services Division (ISD) as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for a Call/Contact Center Staffing and Management services for various State agencies. OMES's mission is to enhance Oklahoma's citizen experience in responsive communications by having a dedicated Call/Contact Center that is managed as a complete solution.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are set forth below as Exhibit 1.

Certain Contract requirements and terms are set forth below as Exhibit 2.

Certain Contract requirements and terms are set forth below as Exhibit 3.

Certain Contract requirements and terms are set as Exhibit 4 – Pricing.

EXHIBIT 1

- I. The Supplier must provide the staffing, consulting, and management as determined by the Customers procuring services based on their specific business needs. When a need is identified, a Statement of Work with Customer specific business requirements and technical specifications will be created by the Customer and sent to the Supplier. Business specific requirements will address operational workflows, detailed system interface requirements, a customization/configuration traceability component and provide for the testing and documented results required by each Customer.
- II. This Contract will provide Call/Contact Center services with world-class support for various Customers. These services include but are not limited to:
 1. Inbound and Outbound Live Operator Services
 2. Service or Product Information
 3. Scripted Information Dissemination
 4. Data Entry of Application/Form Information into State or Contractor Database
 5. Mailing and Fulfillment Services
 6. Bilingual Service – Spanish/English/
 7. Voice Mail
 8. Automatic Call Distributor (ACD)
 9. Interactive Voice Response (IVR)
 10. Email Correspondence
 11. Call Center Overflow Capabilities
 12. Handling Surveys & Questionnaires
 13. Managed Services in which hardware and software are dedicated to a particular customer and run on that customer's premises or third-party data center but are managed by a third-party service provider.
- III. Customer Responsibilities
 1. The Customer will provide the initial training documentation and ongoing support from the subject matter experts.
 2. The Customer will provide secure access to the Nice CXOne statewide platform.
 3. The Customer will provide secure remote access to all required Customer Service Systems.

Exhibit 2 – IRS Publication 1075
Safeguarding Contract Language for General Services

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Exhibit 3 – IRS Publication 1075
Safeguarding Contract Language for Technology Services

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that

disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of [IRCs 7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The

IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTL. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4** Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1** The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the [State Information Security Policy, Procedures, Guidelines](#). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer’s prior express written approval except as necessary for Supplier to render

services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in

violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an

obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and

obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of

a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection

with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the

termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall

be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written

notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to

confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 118
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without

regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

Attachment E-1 Pricing

Services - Tiered Pricing/Consumption Based Pricing

SW1118 Call Contact Center

Description	Unit of Measure	List Price	% off List Price	Cost per Unit
Onsite. State owned and operated locations. All Inclusive (English) Agent	HR	\$41.80	10%	\$38.00
Onsite. State owned and operated locations. All Inclusive (Bilingual) Agent	HR	\$44.00	10%	\$40.00
Offsite. Contractor owned and operated locations. All Inclusive (English) Agent	HR	\$44.00	10%	\$40.00
Offsite. Contractor owned and operated locations. All Inclusive (Bilingual) Agent	HR	\$47.30	10%	\$43.00
Virtual Office/Teleworkers. All Inclusive (English) Agent	HR	\$38.50	10%	\$35.00
Virtual Office/Teleworkers. All Inclusive (Bilingual) Agent	HR	\$41.80	10%	\$38.00
INBOUND CALL	EA	\$15.30	10%	13.77
OUTBOUND CALL	EA	\$15.03	10%	15.03
WEBCHAT	EA	\$14.60	10%	14.6
EMAIL	EA	\$12.93	10%	12.93



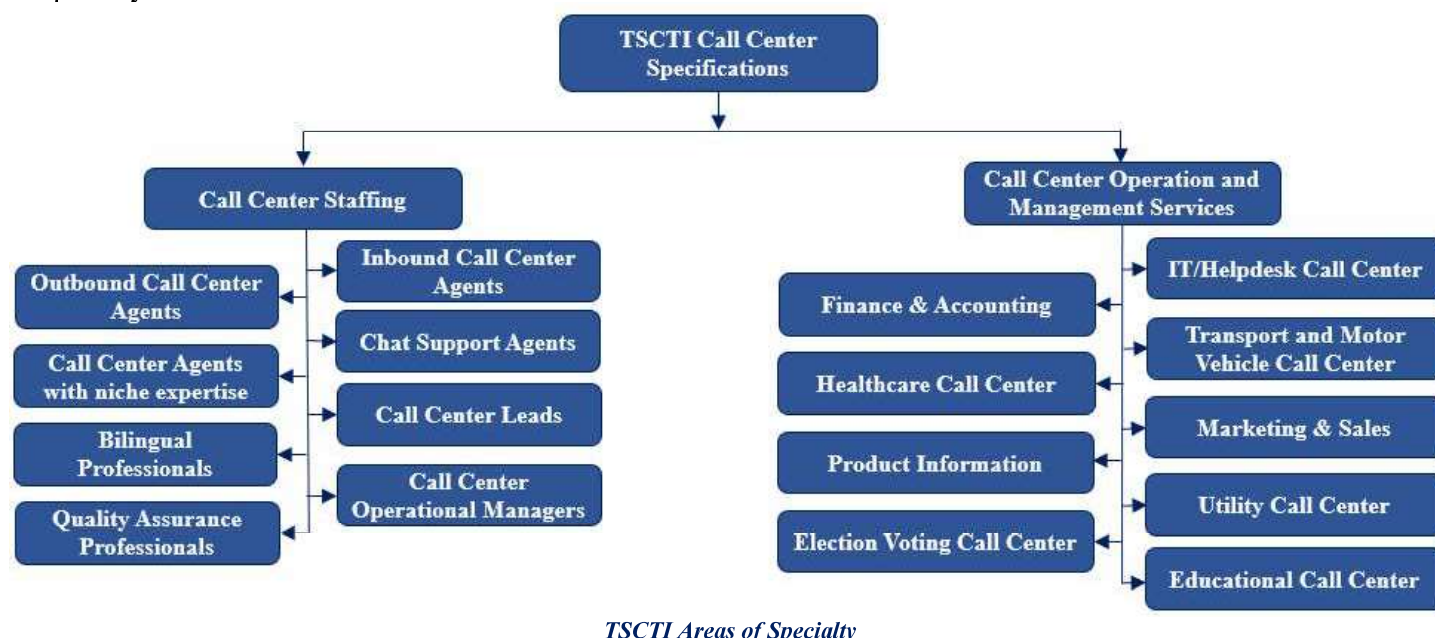
Section 8: Response to Specifications and Requirements

i. Ability of the Bidder to meet or exceed any Acquisition specifications and requirements.

i. Bidder must provide point by point response to the following:

1. List and briefly describe the areas of specialty that you support.

TSCTI is specialized in providing a wide range of Call Center staffing and management services to its government clients. Our service line includes staffing in which we offer Inbound/Outbound Contact Center Agents, Chat Support Agents and more. TSCTI also offers Call Center Management and Operations Services. We have established Call Centers for various government agencies covering various industries such as Educational, Transport and Motor Driving, Healthcare, Utility, IT helpdesk centers, Election Voting and more. Currently, we are working with 20+ government agencies where we are providing Call Center staff and Call Center management services. The below-mentioned chart demonstrates TSCTI's area of specialty in call center services.



TSCTI Areas of Specialty

2. Outline the account team capabilities for providing support and account service for this contract.

TSCTI has an experienced Account Team with an average experience of more than 10 years in providing Call/Contact Center Staffing and Management services. Our team consists of in-house call center management professionals who are responsible for providing services whether it is related to call center staffing or call center management or both. TSCTI has a well-established call center staffing center that holds expertise in providing call center agents in short turn-around time. For effective management and operation, our dedicated account team will be set up for OMES. With an Account Manager heading the communication between TSCTI and the OMES. Our Account Management Team focuses on streamlined communications maximizing efficiency and coordination across the OMES's dynamic environment. Each level of TSCTI stakeholders owns responsibility within their defined Area of Responsibility (AOR) with defined reporting touchpoints and reporting mechanisms (*stand-up meetings, weekly reporting, ad-hoc, etc.*) across the organization and with OMES leadership as appropriate. TSCTI has the corporate resources to fulfill all contractual, administrative, quality, technical, and staffing needs for the OMES. TSCTI will ramp on and manage personnel quickly and efficiently based on our deep and ready resources, relevant experiences, and processes-in-place gained from managing 130+ Federal contracts, including 85+ State contracts, receiving "Exceptional" or "Very Good" ratings on most of our contracts.

Account Team Capabilities: To ensure the continued success of this contract, our **Account Manager (AM) Mr. Sandeep Singh** brings over 11 years of experience in managing overall operations of a more than 300-seat call center and Bilingual Team. TSCTI's approach provides accountability and control through our defined chain of command that starts at the top with our Executive Leadership, and down through our AM as the primary POC for the contract. Mr. Sandeep holds the authority to negotiate and sign contracts and modifications. The Program Management Office (PMO) is responsible for corporate oversight, reviews, staffing resources, and ongoing improvement of best practices. Our **AM** will report directly to



the Program Director, Mr. Kashif R Hashmi, who will provide Executive Leadership to our Account Management team. Mr. Hashmi will perform internal quality assurance checks and guide our management team to ensure service commitments. He will solicit feedback from OMES's key stakeholders as part of our continuous improvement initiative. Our executive leadership can also be called upon to assist in challenge resolution at the highest level, as warranted. This hands-on approach to our Senior Management will ensure prompt resolution of all issues that might arise and demonstrates TSCTI's total commitment to the success of the contract. Our team of talented and enthusiastic experts guides OMES through the entire process to ensure transparency and efficiency. The figure shows is the organization chart specific to OMES and the requested details of our personnel.

Position Title	Qualification and experience
Kashif R Hashmi/ Project Director	<ul style="list-style-type: none"> Over 20 years of experience managing call center operations Master of Science, Management Information Systems Technology PMP; ITIL Foundation; and Certified in the Governance of Enterprise IT <p>Experienced in outsourced and in-house operations, and complex system implementations. Strong experience in implementing Call Center Solutions and management for various Federal and State clients such as the United States Patent and Trademark Office, Defense Language Institute Foreign Language Center, State of New Jersey, and more. Proven experience in implementing and handling Call Center Operations related to Information Technology, and the Educational and Healthcare sectors. Management and development of supervisors and all other operational management associated with day-to-day Call Center operations. Hands-on experience in the development and implementation of all operational strategies ensures that performance, culture, and overarching Call Center controls and processes are aligned with client objectives. Proven track record of completing numerous complex customer support/call center projects on time and within budget. Proven ability to work with key stakeholders in management and implementation of current and emerging technologies as well as their application. Expertise in achieving business strategy objectives, standardized processes, and oversight of Quality, Operational metrics, and Service Level goals in the Call Center.</p> <p>Responsible for all aspects of the Program and supports the management of the Contract, serving as the key escalation point for OMES's executive stakeholders. Attendance at the Quarterly Business Reviews. Has full access and contractual signature authority. Able to negotiate terms and conditions for changes/additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the OMES for performance under the terms and conditions of the Contract.</p>
Sandeep Singh, Account Manager	<ul style="list-style-type: none"> Over 11 years of experience managing and providing call center staffing PGDIM, International Marketing PMP Certified <p>Possesses excellent working experience with a complete call center recruitment lifecycle starting from the quality hiring process including coordinating interviews with the client, and selection until the successful accomplishment of a project milestone. He has excellent experience in selling Call center staffing solutions and services, to the government sector. Expertise in management-related communication and managing client engagements as a single point of contact. Skilled in ensuring SLAs are met and taking corrective actions for issues identified. Good understanding of the requirements and requirement forecasting. Firm up a unique value proposition addressing the opportunity, present the same to the decision-makers in the account and negotiate and firm up the contract.</p> <p>The chief point of contact during the entire term of the contract. Responsibilities include managing the OMES's Contact Center requirement regularly by interfacing with internal and technical staff to ensure responsiveness and program objectives are met. Provide input and recommendations where applicable in developing new projects/campaigns and maintain quality assurance. Proactively analyze the OMES's programs on an ongoing basis to determine current and future requirements.</p>

Corporate Reach Back: We provide a layer of additional support to the OMES through our team's corporate reach-back to **Management, Contract Administration, Recruiting, Quality Assurance (QA), SMEs, and Human Resource (HR)** assets to fulfill staffing, surge, or ramp up needs. In the below-given table, we have described in detail our departments involved in corporate reach-back and key responsibilities areas under this contract to assure a quality and timely delivery of all services needed by the OMES. The success of the OMES Customer Service Representative depends deeply on the identification and placement of resources when staffing needs or surge support arise for a task order. Our Staffing Center will have direct access to multiple channels to fulfill the OMES staffing or surge support as required

Department	Team Personal	Task Description
Staffing	Recruiter, Recruitment Lead Recruitment Manager	Whenever any additional staffing requirement or surge support requirement is received from the OMES, AM at TSCTI will share and discuss the staffing requirement with the Recruitment Manager (RM). The RM will assign the discussed staffing requirement to the Recruitment Lead (RL) and RL will assign the task to the Recruitment team and will also monitor recruitment performance and share the profile of the shortlisted candidate with RM.



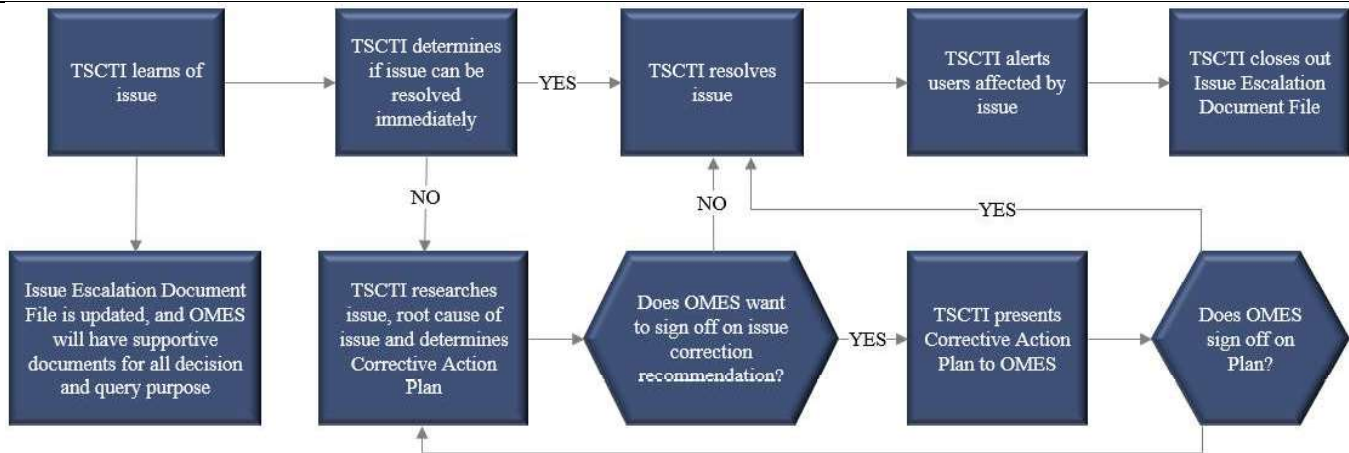
		The RM will do the final assessment of shortlisted candidates and share the reports with the AM. The AM will share that profiles with the OMES and based on the feedback received from the OMES, the AM will follow further activities.
Human Resource	HR Manager, HR Executive	Once the candidate is selected by the OMES; the HR team will follow up with the candidate and the OMES and conduct all joining formalities and paperwork. The HR team will also be responsible for receiving and processing approved timesheets by the OMES project supervisor and generating the invoices and submits to the OMES. HR will also follow up with candidates to identify their needs and training requirements and provide all required sources.
Finance	Finance Manager, Account Executives	Responsible for managing accounting-related workflow (time sheets, expenses, AP, AR, etc.) and providing, and interpreting financial information. Monitoring and interpreting cash flows and predicting future trends. Analyzing change and advising accordingly and formulating strategic and long-term business plans. Prepares contracts for internal review and approval and ensures compliance with TSCTI policies as well as applicable laws or regulations.
Security	Security Team	Our Security Team uses a Firm-wide database to track and maintain the clearances and accesses for our cleared staff. The security team handles clearance requests via their automated Joint Personnel Adjudication System (JPAS)/Joint Clearance and Access Verification System (JCAVS), utilizing the Electronic Questionnaire for Investigation Processing (e-QIP), ensuring we comply with Periodic Reinvestigation guidelines.
SMEs	Domain-Specific SMEs	We have a team of domain-specific SMEs to help our on-site team in the performance of quality work, they act as a mentor for on-site staff to help them in critical areas and in the timely delivery of assigned staff. When required, SMEs provide training to on-site staff to keep them up to date with the latest tools and technologies.
Quality	Corporate Quality Assurance Manager	Responsible to develop and maintain a Quality Control Plan to implement and maintain the OMES contract by the solicitation requirements, policies, and procedures. Responsible for maintenance of QASP and APL for task area. He will have the reach-back capability to engage subject matter experts to resolve issues.

3. Discuss your documented escalation process

TSCTI has a well-documented escalation process, that encompasses the communication processes and response procedures by which we manage a business disruption, as well as the tools, training, and exercises that we use to help and prepare our clients and people for possible disruptions. TSCTI's Quality Management System (QMS) documents a defined escalation process for quick and effective complaint resolution. TSCTI has numerous channels through which a client can express concern or convey issues. The reporting and responding mechanism of TSCTI monitors analyses and acts on such feedback. Escalation procedures come into effect when a given problem is not solved within a scheduled time frame.

Our problem escalation procedures encompass the communication processes and response procedures by which we manage a business disruption, as well as the tools, training, and exercises that we use to help and prepare OMES and people for possible disruptions. In the arise of a critical crisis our Account Manager will provide a detailed report to the OMES about the current situations and how we are going to tackle them in order to recover from it. Our Account Manager always keeps updating our clients promptly so that our clients can be aware of what is happening around us. TSCTI understands that in the process of achieving goals effectively and efficiently we have to deal with OMES's issues.

Any issue/problem, misalignment, or complaint raised by OMES will be acknowledged by our Account Manager or Account Representative within an hour. If the acknowledgment is not received within an hour, the customer can escalate it to the next higher level. TSCTI checks the status of a conflict every hour till the conflict is resolved. TSCTI Key Management Executives work diligently with OMES to identify the needs and to provide the best resources for those needs using continuous effective communication channels. TSCTI vigorously follows up on all staffing and management projects to ensure client/consultant compatibility and satisfaction and monitor progress to ensure the successful completion of each assignment. Continual detailed feedback from both employees and clients ensures that TSCTI is meeting its goals. The feedback gathered helps TSCTI to improve its consultant benefits, service offerings, and placement procedures.

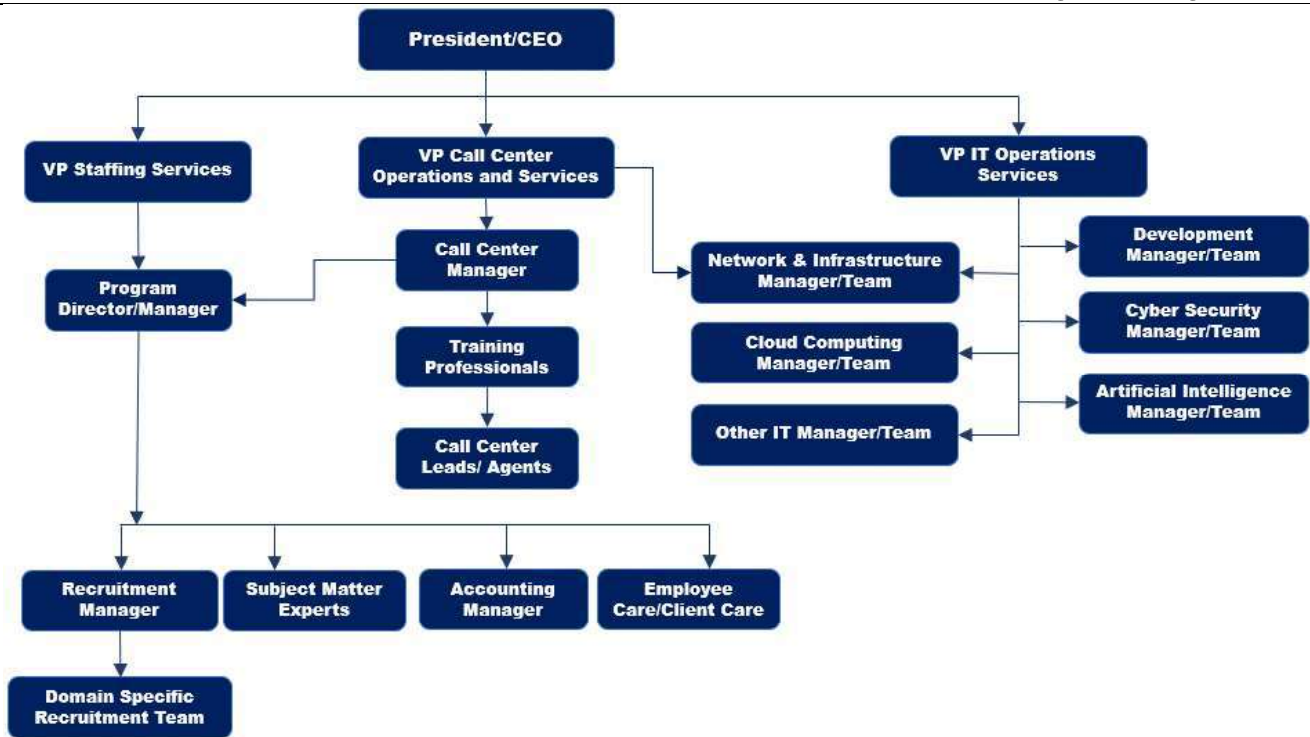


Complaint Resolution Procedure - Step-by-step procedure for handling complaints and service delivery issues

Escalation will only be invoked if a mutually satisfactory consensus has not been reached in an agreed-upon time frame. The problem/issue is then escalated to the next level of management with possible options, and a recommendation to the next level in the chain. Some of the levels of escalation depending upon the magnitude of the problem, the time taken for resolution and the type of problem are indicated below:

Type of Problem/Complaints	TSCTI Group that handles such complaints
Employee Issue/Complaints	Group: Human Resources <ul style="list-style-type: none"> Severity Level 1 (Immediate): HR administrator (for minor admin issues) or Account Manager (AM) Severity Level 2 (1 day if not resolved by Level 1): HR Manager (for other HR issues) Severity Level 3 (2 days if not resolved by Level 1 or 2): VP - HR Severity Level 4 (4 days if not resolved by either of the levels): CEO
Client Complaint - unsatisfactory performance	Group: Sales / Account Management & HR <ul style="list-style-type: none"> Severity Level 1 (Immediate): Account Manager (for minor admin issues) or Account Manager Severity Level 2 (1 day if not resolved by Level 1): VP - Staffing or V.P - HR (based on the nature of the problem) Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO
Client Complaint with Account Management	Group: Sales / Account Management & HR <ul style="list-style-type: none"> Severity Level 1 (Immediate): Account Manager Severity Level 2 (1 day if not resolved by Level 1): VP - Staffing Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO
Client Complaint - Quality of Resumes	Group: Sales / Account Management <ul style="list-style-type: none"> Severity Level 1 (Immediate): VP - Staffing Severity Level 2 (1 day if not resolved by Level 1): CEO
TSCTI Non- performance in the Account	Group: Sales / Account Management <ul style="list-style-type: none"> Severity Level 1 (Immediate): VP - Staffing Severity Level 2 (1 day if not resolved by Level 1): CEO
Finance / Accounts issue	Group: Accounts & Finance <ul style="list-style-type: none"> Severity Level 1 (Immediate): Manager - Accounts Severity Level 2 (1 day if not resolved by Level 1): CFO / VP - Staffing Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO
Legal Complaints	Group: CFO <ul style="list-style-type: none"> Severity Level 1 (Immediate): CEO
Administrative issues (relocation, housing, etc.)	Group: Administration & HR <ul style="list-style-type: none"> Severity Level 1 (Immediate): Administrative Asst. Severity Level 2 (1 day if not resolved by Level 1): Office Manager Severity Level 3 (2 days if not resolved by Level 1 or 2): CFO
Client Complaint - Special Situations Arise	Group: Sales / Account Management <ul style="list-style-type: none"> Severity Level 1 (Immediate): Account Manager (for minor admin issues) or Account Manager Severity Level 2 (1 day if not resolved by Level 1): VP - Staffing or V.P - HR (based on the nature of the problem) Severity Level 3 (2 days if not resolved by Level 1 or 2): CEO

4. Provide a copy of your current company organizational chart.



Current Organization Chart of TSCTI

5. Detail the time-keeping procedures and verification practices for employees or subcontractors performing under this contract.

TSCTI will utilize its proven tool called CONREP as an online time-keeping system to verify employees performing under this contract. CONREP is a secure web portal used to track employees working hours and any Paid Time Off (PTO) that an employee has utilized during their employment. It records all the billable hours daily. Typically, our standard process mandates that our employees fill out the timesheet and submit it weekly on CONREP on their last working day at the end of the shift to be approved by the respective Supervisor/Manager. The client's supervisor, validate the hours worked by signing the approving the timesheet.

CONREP for Timekeeping

- Automated approval workflow and email notifications.
- Configurable abilities to create new work authorizations.
- Appropriate access to work orders through grouping and project definitions.
- Audit logs and custom reports for employee and approved activity.
- Prior period corrections with required approval in the current period.
- Multiple hierarchical levels of approval.
- Effective procedures for labor cost accounting (cost accounting standards, contract terms).

TSCTI Roles and Responsibilities

- TSCTI provides a CONREP ID to each employee with the official link so candidates can fill their timesheets from anywhere. Under their account, they can see their timesheet history, pays, etc.
- Keep the supervisor and timekeeper informed of time and attendance activity.
- Record time and attendance daily. Time worked and leave used should be shown. Clock hours must be shown for all overtime, leave used (if less than a full day), all credit and comp hours earned, and for the tour of duty if an employee deviates from the established tour of duty.

Employees Responsibilities

- Correctly enter time and attendance data for each pay period into the timekeeping portal showing clock hours as required.
- Employees will verify the hours are correct each work week by viewing the hours recorded in the system for the period.
- Employees can review hours worked at any time using a terminal or web clock.
- Submit timesheet to timekeeper for verification by 9:00 AM on the Monday following the end of the pay period. When the employee submits the timesheet, the employee is certifying that all entries are true and correct. If an employee is found guilty of submission of or causing or allowing the submission of falsely stated payroll documents or their supporting documents, the penalty may result in the removal of the employee.



- Employees will notify their supervisor or other designated department representatives of any edits needed. A comment is required for any adjustment explaining why the manual adjustment was needed.
- Submit timesheets to designated department representatives via submit button for a review of hours recorded in the system on a daily or periodic basis (at least weekly and again at the end of the pay period).
- All employees need to complete an electronic time and expense report and sent it for approval. If unable to submit electronically, TSCTI can accept a manual timesheet and submit it on the employee's behalf.
- An approved comp/overtime request is needed before time is worked.
- At the end of the pay period, the supervisor will review and electronically approve all hours recorded for each employee for the pay period for the hours to be loaded into the payroll system for payment.

Supervisory Approval Process

1. TSCTI will create an account of the OMES on CONREP that is utilized by their respective Supervisors/ Managers for validating the timesheets.
2. The respective supervisor/manager review and approves/rejects each report.
3. If the manager approves a report, it is electronically transmitted to our account team.
4. If the manager rejects a report, it is electronically returned to the employee for correction. The rejected time report includes an explanation for the rejection by the approving supervisor/manager (steps 1 – 4 are repeated until approval is received).

Discrepancies Resolution: All timesheets are managed and reconciled by the Timesheet department of TSCTI. Any timesheet errors or discrepancies are corrected and adjusted retroactively. The system has the functionality to set reminders to fill the time sheets as well. In case an employee has not filled in the timesheet for a particular invoice period a reminder will pop up a few days before the invoice generation process in order to get the completed timesheets. Thus, TSCTI follows a very systematic approach to timesheet management. Additionally, on request of our clients, TSCTI can customize other functionalities in the system based on their requirements like directly uploading the timesheets into the client's Portal, etc.

A screenshot of our CONREP - Automated tool has been attached below for your consideration.



How To Check Pending Timesheet For Approval?

Pending Approval | Accepted | Rejected | All Timesheets

[View Record](#) Search X 0 Records

<input type="checkbox"/>	Employee Name	Period	Status	Approval Status	Client Name	Total Hrs	Reg Hrs	OT Hrs	PTO Hours	Unpaid Hrs	Pay Hrs	File	Comments/Notes
No Records Found													

Click on pending approvals to view the details of timesheet which are pending for Supervisor's approval

List of pending timesheet will be available here

How To Check Accepted Timesheet?

22nd Century Technologies, Inc. | Home | Projects | **Timesheets** | Expenses | Time-off | User | Help | Ashenafi Keralla | Home | Notifications | Change Password

Accepted | Pending Approval | Rejected | All Timesheets

[View Record](#) Search X 1-6 of 6 Records

<input type="checkbox"/>	Employee Name	Period	Status	Approval Status	Client Name	Total Hrs	Reg Hrs	OT Hrs	PTO Hours	Unpaid Hrs	Pay Hrs	File	C
<input type="checkbox"/>		05/25/2020 - 05/31/2020	Accepted	Approved		32.00	32.00	0	0	0	32.00	T	
<input type="checkbox"/>		05/18/2020 - 05/24/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T	
<input type="checkbox"/>		05/11/2020 - 05/17/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T	
<input type="checkbox"/>		05/04/2020 - 05/10/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T	
<input type="checkbox"/>		04/27/2020 - 05/03/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T	
<input type="checkbox"/>		04/20/2020 - 04/26/2020	Accepted	Approved		8.00	8.00	0	0	0	8.00	T	

Click on Accepted to view the detailed list of timesheet which are approved.

How To Check Rejected Timesheet?

22nd Century Technologies, Inc. | Home | Projects | Timesheets | Expenses | Time-off | User | Help | Ashenafi Keralla | Home | Notifications | Change Password | Logout

Rejected | Pending Approval | Accepted | All Timesheets

[Edit](#) [View Record](#) Search X 0 Records

<input type="checkbox"/>	Employee Name	Period	Status	Approval Status	Client Name	Total Hrs	Reg Hrs	OT Hrs	PTO Hours	Unpaid Hrs	Pay Hrs	File	Comments/Notes
No Records Found													

Click on Rejected to view the details of timesheet which are Rejected.



How To Check Accepted Timesheet?

Home
Projects
Timesheets
Expenses
Time-off
User
Help

Ashenafi Keralla
Home
Notifications
Change Password

New Timesheets
Pending Approval
Accepted
Rejected
All Timesheets

Click on Accepted to view the detailed list of timesheet which are approved.

View Record

1-6 of 6 Records

<input type="checkbox"/>	Employee Name	Period	Status	Approval Status	Client Name	Total Hrs	Reg Hrs	OT Hrs	PTO Hours	Unpaid Hrs	Pay Hrs	File
<input type="checkbox"/>		05/25/2020 - 05/31/2020	Accepted	Approved		32.00	32.00	0	0	0	32.00	T
<input type="checkbox"/>		05/18/2020 - 05/24/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T
<input type="checkbox"/>		05/11/2020 - 05/17/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T
<input type="checkbox"/>		05/04/2020 - 05/10/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T
<input type="checkbox"/>		04/27/2020 - 05/03/2020	Accepted	Approved		40.00	40.00	0	0	0	40.00	T
<input type="checkbox"/>		04/20/2020 - 04/26/2020	Accepted	Approved		8.00	8.00	0	0	0	8.00	T

A sample of our recently generated invoice and timesheet copy is attached for the OMES consideration.

22nd Century Technologies, Inc - TSCTI

Timesheet

Status: Approved

Consultant

Timesheet Period
 04/04/2022 - 04/10/2022

Client

Project Date
 03/09/2019

Task Order Number

Notes:

	Apr 04, Mon	Apr 05, Tue	Apr 06, Wed	Apr 07, Thu	Apr 08, Fri	Apr 09, Sat	Apr 10, Sun	Total
Hours								2.50
	1.50	0.00	0.00	0.00	1.00	0.00	0.00	

AFRICA: Global Lead Paint Project Global & Regional Leads
 Global Lead Paint Project Global & Regional Leads
 Regular 1.5 1 2.50

Notes: basecamp updates; UNEP correspondence

Notes: UNEP call and prep

Billing Approval

Approved on: Apr 13, 09:28 AM

Primary

Approved by:

Approved on: Apr 13, 09:26 AM

Submitted

Submitted by:

Submitted on: Apr 12, 03:39 AM

Approver Name

Approver Phone

Approver Signature

Date

A sample copy of the timesheet generated for OMES under the current contract.



6. How many employees are currently on staff and define any areas of specialty.

Currently, TSCTI has 6,000+ employees working with various Public and Private clients across the nation. Our staff is specialized in Program Management, Call Center Operation Management, Customer Services, Employee Management, Payroll Management, Development and Networking, and many more.

7. Explain how any of the work done by your employees or subcontractors is completed remotely from another location other than the job site.

In the last 5 years, TSCTI employees have completed various projects remotely from another location other than the job site. By utilizing various Software as a Service (SaaS) based tools, we have delivered the requested services remotely. Our tools can be accessed from anywhere by our team. Whether we have to generate timesheets, invoicing, sourcing, or conduct web and video conferencing, we successfully maintain an agile, modern and cautious approach to recruiting. Because of the recent health emergency (COVID Pandemic), we have increased our work from home/remote employees. We adapted work from home/remote policy for the last 5 years and based on that we have customized our tools and process for WFH/remote employees. During the peak of COVID (in 2020), we established and managed a virtual contact tracing call center and our staffing team has employed more than 3,000 healthcare/contact tracers' professionals on WFH/remote locations across the nation. We have utilized robust web-based tools that can be accessed from anywhere by login credentials. Tools such as:

Tools	Descriptions
CONREP (Staffing Management & Tracking System (SMTS))	A dedicated workforce management solution is fully configurable to address the unique requirements of individual agencies like OMES. CONREP is utilized as a Staffing Management & Tracking System (SMTS). CONREP can effectively manage cost, performance, risk, and schedule we monitor and manage the measurements using automated tools that provide the government with real-time visibility into our processes and ongoing work. Through this, we can manage the overall contract and candidates, and perform electronic onboarding (E-onboarding), timesheet management, and payrolling. This gives us a comprehensive solution for tracking Timesheets, Time-off, Expenses & Project time management - integrated with Self-service portals, automatic AR & AP invoicing, Payroll Reports, Commissions & profitability reports. It also helps us in tracking all billing engagements/placements along with associated Bill rates & Pay rates. TSCTI is also utilizing an Applicant Tracking System called JobDiva that is deeply integrated with CONREP through API.
JOBDIVA-ATS (Proprietary Database)	As a front-to-back talent management solution, JobDiva supports the full lifecycle of recruiting to include sourcing, qualifying resumes, scheduling interviews, approving candidate offers, and onboarding. With this tool, our Recruiters can instantly share pre-qualified candidates' resumes with our Account Manager. Our ATS module within JobDiva is a proprietary database that features 5.1M+ candidates and is continuously updated.
Job Boards to include: Dice, CareerBuilder, Glassdoor.com, Indeed.com, and Monster, Social Networking Sites	TSCTI's recruiters utilize these job boards to post vacant positions we are looking to fill. These sites have a variety of candidates with different skillsets and technical expertise that can be matched to the State's Call center staffing profile per request. Recruiters vet candidates that show interest in our open positions and screen all resumes received through the postings. Additionally, our Recruiters filter through available resumes posted on these sites to identify any candidates that will be a good match for State's call center support program.
22nd Connect (Proprietary AWS-based call center system)	Proven AWS-based system that enables to take calls and enter all the requests in one place. Highly customized and configurable system that holds the capability to take in-bound, and outbound calls, and offer short message services (SMS) and instant messaging or online chat support services. Configured with existing and new Interactive Voice Response (IVR) system to automate phone system and allows callers to access information via a voice response system of pre-recorded messages without speaking to an agent, as well as to utilize menu options along with speech recognition to have their call routed to specific departments or specialists. Connected with third-party translation services such as Language Link to support 300+ languages via three-way conference call. Support languages such as English, Ilocano, Tagalog, Korean, Chinese, Japanese, French, Spanish, Hindi, Arabic, and more. This is also used as an analytical tool to manage staff schedules and analyze call volume trends and activity.

8. The Bidder will be responsible for all background checks and training. Explain your staffing resource management plan to provide qualified staff.

TSCTI's staffing resource management plan is based on a dedicated service delivery model and leverages its best resources to fully support the mission and objectives of the OMES. We have assigned a Client Engagement and Delivery Office (CEDO) for the OMES contract to provide regular and after-business-hours support. CEDO will empower TSCTI to respond quickly to all OMES requirements and queries, with a turnaround time of as little as 24 hours for the requirements. CEDO



at TSCTI is focused on adding values and delivering the temporary staff “whenever the client needs” through a deep understanding of the experience, skills and other details for successful deployment and project completion. CEDO ensures a perfect match with continuity at a place using an innovative, best-in-class 24x7x365 recruiting and deployment engine, complemented by internal teamwork to validate candidate and background, onboarding, candidate replacement, and timesheet management and administration. Our structured approach will deliver value across the OMES’s program while leveraging a combination of diverse recruiting mediums, a dedicated single point of contact with a backup, domain-specific recruiters for multiple categories, routine performance monitoring/ reporting, and continuous improvement initiatives to achieve maximum results. Here is a snapshot of what the OMES can expect from TSCTI’s CEDO for this contract.

With a trained team consisting of **270+ domain-specific recruiters, data miners, and research analysts**, a proprietary database of **5.1M+ pre-vetted resume** and **6000+ internal employees**, TSCTI is capable to provide **qualified consultants’ resume within 3 days** to the OMES on the most utilized position as we have 1000+ qualified/ screened staff local to the State of Oklahoma to join the project from day one after contract award. To match the SLA of 24 hours, along with a strong **ISO-certified recruitment process**, TSCTI has also tied up with multiple suppliers, universities and local employment agencies. This provides us nationwide access to a wide pool of resources. To augment the capability of our recruiters, we have a premium account on all the popular job websites, such as **LinkedIn, Monster, Dice, Indeed, CareerBuilder, etc.**

Our Monitoring and Controlling Process group includes the processes to ensure that the project is managed and executed according to the Project Plan. A dedicated Account Manager will work with the OMES and temporary staff for timely filing of timesheets and generating error-free invoices. The team will conduct a regular meeting with the OMES to check the performance of our proposed employee and different type of feedback. Project Monitoring and Controlling includes tracking, reviewing, and managing the progress and performance of the project along with managing changes when required. The Project Manager will provide a regular status report to OMES.

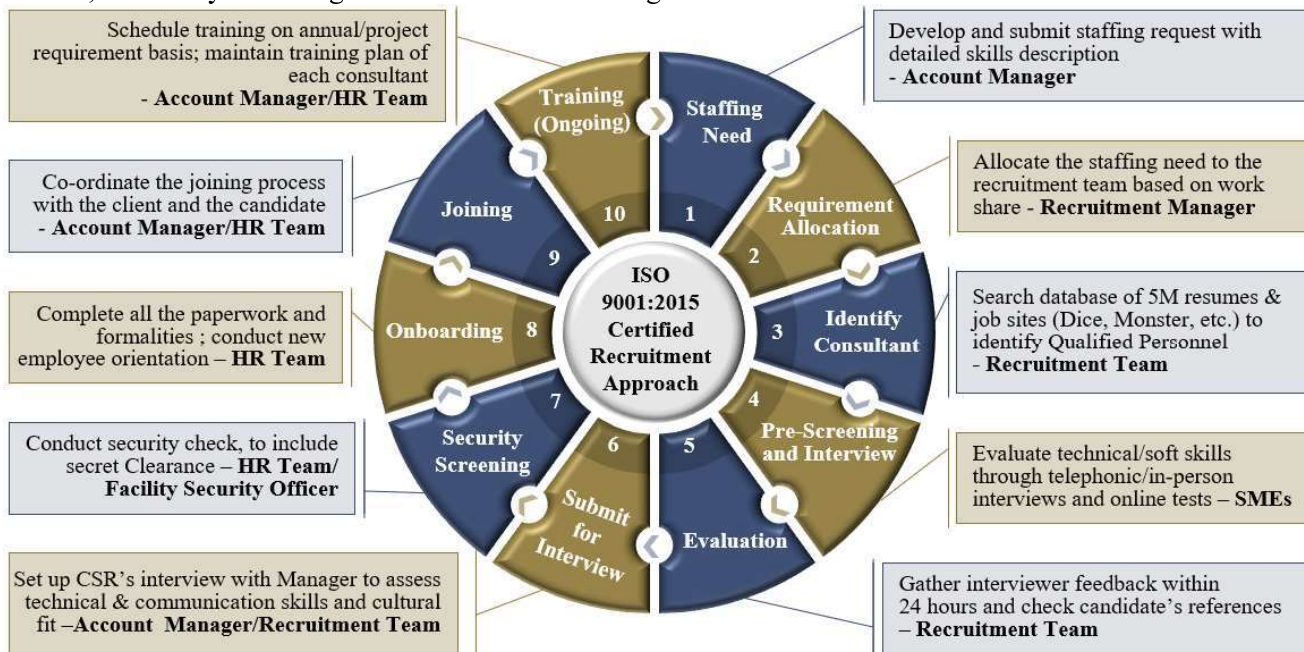
To ensure that the qualified staff is available to OMES in all situations, TSCTI will use its proven proactive and reactive approaches, processes, and tools practiced for 25+ years. TSCTI will build a customized staffing program to meet the preferences of the OMES. In addition to our current pool of employees in the State, we will develop a targeted and proactive recruitment plan based on OMES’s specific staffing needs to build a pipeline of qualified candidates to leverage as contact center staffing needs arise. Our staffing programs are customized by the client, and a great deal of time is spent during implementation understandings the client’s needs for contact center staff (typical skill sets requested, frequency, length of notice, length of the assignment, quantities, and seasonal fluctuations) to anticipate changes and develop the most effective recruitment and engagement plan. The Table below provides a comprehensive capability in hiring, training, and retaining its resources consistently for OMES contact center staff requirements.

Component	TSCTI’s Staffing Attributes for OMES
Qualification	<ul style="list-style-type: none"> Led by a dedicated RM and Recruitment lead providing the best matches to the OMES TO profile
Internal Staff	<ul style="list-style-type: none"> TSCTI has a staff of over 6000 people experienced in various skill sets. TSCTI regularly checks the project end dates of these consultants and submits those, whose projects are going to end. This allows us to quickly validate both a skill and culture fit and reduce time to fill.
10-Step Recruiting Approach for Call Center staff	<ul style="list-style-type: none"> ISO certified in-house 10-step staffing process, for recruiting, screening, and selection for providing qualified candidates Each of the ten steps shown has its key metrics, and team members are held accountable for performance against them The ten-step process is executed by our Staffing Center consisting of 150+ recruiters, data miners, and research analysts with an average experience of 5+ years supporting Call Center Staffing contracts. The team sources from our Job-Diva Applicant Tracking System that has over 5.1M million vetted resources that matched OMES staffing needs. TSCTI’s local presence in State and the surrounding region is an important component of our sourcing initiatives. Several of our business units work with interns from colleges and universities that have leading programs in their respective fields, giving us a simple and cost-effective way to recruit tomorrow’s top performers today
Screening	<ul style="list-style-type: none"> As a part of our ISO 9001:2015 certified approach, screening evaluation and verification of quality candidates is embedded in our recruitment process which includes pre-screening, screening, technical skills evaluation, and background check/certification and reference verification.
Training Program	<ul style="list-style-type: none"> Individual training plans were created which include OMES mandated and career development Tuition/training reimbursement is provided for up to 3% of their annual income or at least half the training/tuition costs.

Methodology and tools used to ensure consistency in hiring and screening: To ensure consistent best fit, TSCTI uses a ten-step recruiting framework. also referred to as our recruitment productivity process, which breaks down recruitment into



ten identifiable steps. The factors that make our process unique are the way we execute these steps and TSCTI's long-established and proven staffing experience. Our experience, established through the successful management of call center contracts has helped us in developing a standard **ISO 9001:2015 certified 10-step recruitment process**, as shown in the figure below, that is key for filling the OMES's call center agents' needs.



Ten Step Recruitment Process. Ensure the right candidates are hired at the Right Time.

Screening & Testing Approach

With the ISO 9001:2015 compliant quality process, we successfully provide consistent assessment testing on the OMES's requirements. TSCTI personnel undergoes a stringent skill test to ensure quality candidates are placed at the OMES with proper qualification and experience. TSCTI has streamlined screening or testing methods intending to make a successful match for the OMES. The first step in our testing approach is short-listing qualified applicants by recruiters. At this stage, the recruiters conduct first-level screening by juxtaposing a job description with our exhaustive questions bank. The TSCTI proprietary questions bank includes thousands of questions across technologies, skill sets, and domains. A recruiter also has to verify the contents of a resume for authenticity by conducting reference checks. Once a candidate is cleared by the recruiters, TSCTI assesses the candidate's fitment vis-à-vis the OMES's requirement through 4 phases whose description is provided below for the OMES's consideration:

- **Pre-screening**
- **Testing**
- **Interview**
- **Background Check**



If requires, TSCTI will share the staff resumes with the OMES for final interview and will onboard based on the feedback received by OMES.

Pre-Screening: At this stage, recruiters view the candidate's profile on publicly available social media network sites like LinkedIn, Facebook, etc. This allows us to get a better understanding of the candidate's values, personality, and professional background. Recruiter will:

- Execute a comprehensive prescreen that confirms motivation, salary, skill level, clearance, and potential team fit for client culture.



- Provide a TSCTI overview and explain the benefits.
- Review their job duties in recent projects
- Confirm their reason for leaving their last job
- Confirms their joining availability
- Evaluate general aptitude.

Testing: TSCTI has prepared a variety of aptitude, personality, and skills tests and questionnaires based on our experience of decades of providing call center support services that assess a wide variety of traits and abilities. These are useful in call center pre-employment assessment. Some of the most important tests to evaluate the candidate's job skills are described below.

- **Skill Check:** Conduct detailed interviews, and check effective communication, leadership, creativity, analytical thinking, and problem-solving capability over a multitude of performance areas to see if they fit.
 - **Communication Skills Test:** Our skill testing tool takes conventional online communication tests a step further by bringing together several elements of an English proficiency test:
 - Bilingual testing system to analyze the verbal ability
 - Voice and Accent Online Test (English/Spanish)
 - Grammar, Spelling, and Punctuation Test
 - **Customer Care Representative Test:** This will evaluate technical and vocational skills required in a professional dealing with inbound/outbound calls, customer queries, client concerns, etc. The test is suitable for customer-focused jobs across industries. Though the test is suitable for customer-focused jobs across industries.
 - **Email/Chat Etiquette:** We conduct written tests through our proprietary tools to check the Email/Chat Etiquette of the candidates.
- **Technical Skills:** We evaluate command of general software programs such as Word, Excel, etc. and basic computer knowledge. These tests are performed by our online typing test that involves word processing, database, and spreadsheet software (checking speed and accuracy).
- **Evaluate General Clerical Aptitude and accounting knowledge:** General intelligence and clerical aptitude test involving multiple-choice questions include basics of general clerical duties, accounting, numerical aptitude, general English, and general knowledge questions.
- **Case Test:** TSCTI believes that the best way to assess a candidate's problem-solving skills is to discuss a real client's business problem with the candidate to help us understand how a candidate can:
 - Structure a tough, often ambiguous, business problem
 - Decide which issues are important to focus on
 - Deal with facts and data and their implications (numerical and otherwise)
 - Formulate conclusions and recommendations to solve the problem.
 - Articulate thoughts during a fast-moving discussion
- **Problem-Solving Test:** As a complement to our case interview, we ask the candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of questions, based on real client cases, with no business background.

We understand that the call center roles are complex and recruiting the right workforce depends on critical assessment measures. Some of our key skills and competencies to measure when hiring for a call center are:

Interpersonal skills

- Confidence
- Patience
- Empathy
- Adaptability
- Stress Management
- Openness to Multi-Culturalism and Multi-Ethnicism
- Persuasion
- Team Spirit
- Decision-Making
- Conflict Resolution Abilities

Cognitive skills

- Learning Agility
- Logical Ability
- Multi-Tasking Abilities
- Attention to detail

Communication and voice & accent skills

- Command over the English Language and Grammar
- Voice and accent
- Email Etiquette
- Clarity of Speech

Technical skills

- A Strong Understanding of the Company's Products/Services



- Typing Skills
- Computer literacy

Interview: The interview comprises an in-depth assessment of each candidate's skills and abilities, proven past performance, attitude, career goals, motivations, and aspirations. Our Call Center Manager/SMEs create a checklist of qualifications questions on each skill set required to quickly ask the consultant over the phone. By obtaining an immediate quick answer we can determine the candidate's proficiency in the subject. This helps determine the level of the consultant's knowledge as well as the extent of understanding. TSCTI's priority is to conduct an in-person interview with our team of SMEs. If it isn't possible for a consultant to be present at an in-person interview, we conduct a Skype interview.

- **Telephone Interview:** After a thorough resume review, our call center manager/SME performs a telephone interview to determine how their current and previous work experiences are relevant to our client's primary needs. Our SMS asks about employment history, training and education, expected wages, travel preferences, and if they're willing to submit to a drug screen and background check.
- **In-person/Skype Interview:** The selected candidate has a face-to-face with a staffing professional to go more in-depth into their resume. Previous work experience, primary skillsets, salary history, and future goals are all covered in these interviews.

Background Check: At TSCTI, we have a well-defined and documented Background Check Policy to perform as a pre-employment check at our own cost. Under this policy, as per the OMES's requirement, candidates are subjected to pre-employment background checks. If the candidate is selected by the OMES, an independent third-party agency will perform a background check on behalf of TSCTI. The candidate is notified and required to sign a consent and authorization form as to the procedures outlined in our Background Check Policy. The Background Verification (BGV) form also contains the self-declaration, binding the candidate's employment in that organization subject to clearance of all the checks positively. We notify the OMES in writing regarding the result of the background check. The candidates who successfully clear the background check will join the OMES. The following checks can be conducted by TSCTI.

• Residence Verification	• Criminal Record Check	• Database Check	• Credit Checks
• Employment Verification	• Identity Check	• Fingerprint Checks	• E-Verify Background Checks
• Academic Record Check	• Emerging Background Checks	• Motor Vehicle Report	• Child Protective Services Background
• Reference Check	• Civil Litigation Check	• SSN Tracing	• Drug Test

Training Program: TSCTI takes great pride in our ability to provide fully trained, knowledgeable, and professional staff. Our training program focuses on the learning and performance objectives outlined for each job function. The following text provides an overview of the types of training we provide by position:

- **New Hire Call Center Agent Training:** We provide a comprehensive Call Center Agent training program that spans approximately four weeks. New hire training for agents begins with orientation. This includes our culture, policies and procedures, ethics, general business practices, office conduct, and client confidentiality. New employees receive a handbook and/or access to our intranet site containing company information and policies. After orientation, agents receive training on soft skills. New agents engage in scenario role-play to ensure they can make practical application of these skills. Accent and cultural neutralization are required of all new call center agents. We also incorporate State's current training processes, materials, and methodologies. And finally, we train Call Center agents regarding systems and procedures.
- **Language and Cultural Training:** We have in-house capabilities for phonetic, linguistic, and cultural training. We can provide accent neutralization that includes phonetics, syntax, and culture. This enables us to a staff call center with better-prepared agents, ensuring higher customer satisfaction.
- **Supervisor Training:** Each new supervisor attends a three-day training program that is designed to develop superior managers and train them on the necessary tools needed to do their job. The program is designed for both new supervisors as well as agents looking to advance into the supervisor role. In addition to client-specific training, new managers receive training in:
 - Floor supervisory duties
 - Agent counseling
 - Call management
 - Leadership and management skills
 - Achieving client goals and program objectives
 - Information Technology
- **TSCTI Trainers:** The trainers attend professional classes and seminars during implementation and throughout the contract term to improve their techniques. To prepare for implementation, we establish a schedule as part of our training plan to ensure that agents complete training by the start of operations. We have found that learners respond best to multi-



media and small group learning with problem solving and application of the topic. We employ such approaches to training delivery to improve retention of material beyond the classroom and into the work setting where the training can be put to immediate use.

- **Ongoing Training and Monitoring:** Ongoing training addresses training gaps, individual training needs, and changes to systems and policies. We view training as a continuous process that includes quality assurance and monitoring, refresher training, and career development. The goal of our training program is to provide courses that enhance each participant's work experience. Training evaluations and feedback give us the best insight into the ways our courses can be improved and are a vital part of the training process. Quality and training staff assess both individual and call center trends for training gaps and prepare a plan for refresher training. When a trend appears to impact multiple staff members, training materials are reviewed for accuracy and clarity before rolling them out as a refresher training module. Follow-up and corrective actions are monitored closely to verify their effectiveness in achieving expected outcomes. Ongoing and refresher training are incorporated into our training program regularly. Our training approach includes multiple checkpoints to gauge the effectiveness of our training program. When we identify training gaps, individual training needs, or when systems and policies change, we take swift action to provide retraining or develop new training.

Quality Management and Monitoring

Our approach for instituting and maintaining a capability to ensure high-quality services includes following industry-specific models, such as ISO, ITIL, and CMMI to deliver quality control and consistency to OMES. Our ISO 9001:2015 certified Quality Management System (QMS) as shown in the figure provides repeatable results driven by key performance indicators, quality metric measurements, technical inspection systems, quality audits, trend analysis, and direct stakeholder feedback all aligned to the OMES's call center performance requirements. This methodology is executed through our Quality Control Plan (QCP), which documents how we meet, comply with, and continually monitor and improve the quality standards. This describes the specific processes, practices, and tools that we will utilize to inspect the quality of its activities and deliverables, and correct issues and deficiencies. Our AM, in coordination with the OMES's Contract Administrator/CO, will review and make necessary updates if needed. This QCP will be maintained and updated as needed throughout the contract. Quality planning is a collaborative activity between our management and the OMES. We will define quality standards and policy; integrate OMES requirements, and call center objectives; communicate quality standards, policy, and measurements; and implement according to acceptance. Our quality control processes will help to confirm that the project satisfies and meets the necessary standards of all constituents. This methodology is executed through our Quality Assurance Plan (QAP), which documents how we meet, comply with, and continually monitor and improve the quality standards established. Our QAP for OMES's call center contract assures quality assurance (QA) by documenting all necessary information required to effectively manage project quality from project planning to delivery. We will implement QC activities that emphasize prevention rather than detection and drive Continuous Quality improvement (CQI) throughout the ITOS program lifespan. Our ISO 9001 certified QMS summarized within the table with details:



Our ISO 9001 Certified QMS Methodology

QA Step	Description
Quality Planning	Focused on the methods to automate the measurement of success and failure rates to prevent the recurrence of defective services. Quality controls, inspection systems, quality roles, and responsibilities are established within the QAP.
Establish QA Framework	A key to establishing the QA framework which consists of 1) Establishing SLA Metrics, 2) Collecting SLA Metrics, 3) Analyzing Metrics, and 4) Improving Metrics. Our management works with the OMES to create quality performance metrics through performance benchmarking. Details how we will develop, maintain, update, and implement metrics to track performance trends.
Perform QC Activities	We continuously confirm through quality tracking that they are effectively monitored and properly tested. This is controlled through planned measurement with defined frequencies, analysis parties, analysis methodologies, and quality objectives. Routine inspections, testing, trend analysis, and audits are conducted to ensure all requirements are accomplished by the specifications of OMES call center requirements and QAP throughout the performance. These quality components mark the structure of our process for identifying gaps or weaknesses in performance.
Implement Corrective Action(s)	Our management follows an established procedure for problem mitigation, tracking, and reporting noncompliance issues. By classifying, prioritizing, and analyzing nonconformity or defect the root cause can be identified and eliminated. Removal of the root cause greatly reduces the probability of that type of nonconformity recurring.



Continuous Improvement (CI)	The quality framework allows us to identify trends and evaluate where improvements are warranted whether through people (e.g. staff training), process (e.g. adjusting the method of delivery), or technology (e.g. implementing tools for automation. TSCTI will work with OMES in implementing approved improvement initiatives which are then diligently tracked and reported on. Initial measurements will determine the extent of improvements made and create a new baseline measurement facilitating continuous process improvement for the program
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Our QMS Framework delivers consistent quality support to OMES call center contract

Below are key activities we will perform to manage the call center performance quality.

Call Monitoring Team: The Call Monitoring Team, consisting of members of the Quality Assurance unit as well as agent supervisors, will be responsible for reviewing calls, addressing skill deficiencies, and recognizing superior agent performance. Specific responsibilities include:

- Scoring the appropriate number of calls per agent per month to identify skill gaps and provide feedback on service levels
- Providing direct coaching to agents based on the team's findings (usually done by unit supervisors with the information provided by Quality Assurance unit members)

Upon monitoring the calls, the Call Monitoring Team will conduct a monthly meeting to identify trends in skill deficiencies across the entire group of agents. Based on this conversation, additional training will be designed and implemented to drive continuous improvement. The Call Monitoring Team will conduct quarterly calibration sessions to align scorecard grading practices. All call monitors will be scored based on the same list of recorded calls. Results with a wide range of scores will be discussed as a group until a consistent grading standard can be decided upon.

Call Monitoring Frequency: Review frequency will vary based on agent tenure within the call center. As an agent becomes more experienced, the number of calls reviewed should decrease. If an issue arises with an agent's performance, additional call monitoring will be conducted.

Agent tenure	Minimum Frequency*
Under 1 month	2 calls/day
1 – 6 months	3 calls/week
Beyond 6 Months	8 calls/month
Additional monitoring due to poor performance	3+ calls/week

*Stated frequency can vary based on the agent's performance and years of relevant call center experience or as required by the OMES

Call Monitoring Selection Procedure: Calls will be randomly selected among the different days of the week, times of the day, and Lines of Business the agent takes calls for in order to provide a well-rounded perspective on an individual agent's typical performance. Call monitors will also select some calls based on their noteworthy characteristics (e.g. longer than average talk time, unusually long hold times, etc.) given the calls' inherent coaching opportunities.

Call Scorecard: The Call Scorecard is composed of 20 questions and is scored on a 0 to 100 scale. Roughly half the questions focus on basic customer service skills. The other half look at specific job skills. Each numbered question is worth 5 points. A minimum acceptable monthly score average is 85 for each call agent. Average scores below 85 will trigger additional call monitoring and a detailed remediation plan for the call agent. Past months' data will be reviewed and compared against the current month to identify trends and to ensure that call agents improve in their quality. The scorecard also contains a narrative section that the call scorer should use to record an overall impression of how the call went, suggestions for improvement, and to record any "critical errors" found during the call. Critical errors include the agent hanging up on the caller abruptly without resolving the customer's inquiry, using inappropriate or abusive language, or inappropriately disclosing confidential information to or about a caller.

Agent Feedback Sessions: Upon completion of the monthly call monitoring process, agent supervisors will set up individual one-on-one feedback sessions with their respective call center agents. These meetings will be scheduled promptly following the call monitoring process and no later than by the end of the month. These meetings are an opportunity to review call monitoring results and areas for agent improvement and serve as a two-way dialogue to improve agent development and call monitoring processes.

Performance Recognition: Performance recognition will occur every month after call monitoring has occurred. A list of agents with perfect QA scores for the month will be recognized through an office bulletin board or e-mail newsletter.



Showcasing and honoring top talent incentivizes agents to improve their performance and reinforces the culture of prioritizing high-quality customer service.

Agent Feedback Considerations: Consideration will be given to tailoring agent feedback based on the individual agent's stage of development. The focus will be on helping new agents to perform satisfactory work, helping agents perform satisfactorily to have excellent performance and recognizing and encouraging agents having excellent performance to continue doing so.

9. Indicate which of the following screening activities are performed.

- a. Criminal history background check
- b. Employment verification
- c. Reference checks
- d. Review of skills
- e. Review of job duties at most recent placement(s)
- f. Reason for leaving last assignment
- g. Availability

TSCTI performs all the mentioned screening activities before onboarding candidates.

10. Define the expected timeframe to fill a vacant position.

TSCTI has a set timeframe of 03 working days to fill a vacant position.

11. Define the risks associated with filling a position and your mitigation plans.

Our staffing strategy ensures optimal performance and mitigates any risk associated with achieving service. TSCTI has a proven mitigation plan to overcome such risks associated with filling a position. Risks that may arise while providing the services are as follows along with their mitigation plan.

Risk associated with filling a position	TSCTI's mitigation plans
Candidate with niche skills such as Nice CXOne experience.	To meet the need, TSCTI will utilize its various sources method to find candidates with niche skills. We will utilize our proven sourcing channels such as paid and unpaid Internet job portals, user groups and blogs; referrals from employees, candidates, friends and families, clients and other sources; ethnic groups and associations; community events; open houses; career fairs; on and off-campus college recruiting events; trade shows; and, other creative sources.
Bilingual employees – Spanish/English	We will be built an exclusive candidate pool of call center agents with bilingual skills. We will also utilize its internal database to develop an exclusive pool. Based on the requirement, we will onboard those candidates to meet the turnaround time.
Filling positions on short notice	Based on our experience, TSCTI AM will forecast the project need. For full coverage, we will utilize our on-bench staff and will onboard them on short notice.
Staff Shortages	We closely monitor call volume surges/spikes and adjust our staffing levels to handle them. Our AM tracks staff leaves and absences and takes corrective actions to mitigate the staff shortages. We keep the OMES informed with detailed reporting.

Through its 25+ years of experience providing call center staffing and management services on over 300+ contracts and with a team of 270+ recruiters, data miners and research analysts, 10,000+ local call center agents resume in our pool and over 6,000+ internal resources, we can overcome the major risk (defended above) associated with filling the position. TSCTI has a robust and ISO-compliant 10-step recruitment framework that breaks recruitment down into ten identifiable steps. By this, various risks such as finding a suitable candidate, screening, or any other general/minor issue that may impact our staffing services will be cured while performing the activities.

As our regular practice, TSCTI's account management team always keep our customer informed on what difficulties we are facing along with the expected time to provide the right staff. We work with Special Support Organizations to aid special needs individuals to identify high-quality candidates. We conduct frequent team brainstorming sessions to identify unique sources, double or re-double our referral-seeking efforts, increase the number of referral fees offered, increase our online and offline postings, adopt other innovative approaches and take all other actions necessary until we can locate the required number of qualified candidates within the client's budgetary guidelines.



12. Discuss your company procedures related to the following:

a. Staff Management

TSCTI's dedicated employee care team (E-care team) manages each staff working at the client's site and closely monitor their performance. We utilize our CONREP for Staff Management. By this, we manage cost, performance, risk, and schedule. We can also monitor & manage the real-time visibility of our processes and ongoing work. TSCTI manages the overall contract and its staff, and performs electronic onboarding (E-onboarding), timesheet management and payroll. This gives us a comprehensive solution for tracking Timesheets, Time-off, Expenses & Project time management - integrated with Self-service portals, automatic AR/AP invoicing, Payroll Reports, Commissions & profitability reports. It also helps us in tracking all billing engagements/placements along with associated Bill rates & Pay rates.

Our E-care team works actively in managing our staff by CONREP, understanding their capabilities and experiences and proactively identifying opportunities to support their development. We regularly check on the project end dates of these employees and submit those, whose projects are going to end and match the requirement. Regular Employee Connect, Conceptualizing reports based on business needs, Stakeholder Management, and Strategic Resourcing.

TSCTI provides incentives and recognition to staff that goes the extra mile in delivering a superior customer experience for OMES. Our team has demonstrated a commitment to employee development, and routinely identifies top-performing employees and prepares them to play key roles in the organization. Top-rated call center representatives have progressed to supervisory and management positions. This commitment to employee development fosters greater employee engagement and retention, especially important during periods like the current one when it is difficult to have face-to-face feedback and coaching sessions.

Despite a high retention rate and a history of high staff morale, a certain amount of turnover is inevitable. To fill vacancies, we reach into a pipeline of candidates that we maintain at all times and expedite new hire orientations, ethics training and education about our work culture and benefits. During onboarding, each new hire has points of contact for orientation to familiarize with corporate policies, OMES standards, project quality and answering queries.

Below are a few elements of staff management through which output can be assessed:

- **Interaction:** Constant interaction and feedback for the work environment can keep issues at bay. Conflict resolution, resolving conflicts and solving personnel problems can help to bring out the best output. Our Management always sets clear expectations that TSCTI or the client is looking for. Communication is done through mediums and in different forms (i.e. verbally, written manual, posters) are conveyed regularly i.e. rules, systems, and procedures TSCTI or Client expect to be followed.
- **Measuring and Monitoring Performance:** Constant periodic management and mentoring during the time of assistance can reduce the stress of performance. Constant periodic feedback helps direct the employees in case the employee is off course. We help and develop confidence in our employees to mentor them during the tough time. We measure and monitor employees periodically by output and the use of goal markers to compare over a set period.
- **Praise and Reward staff:** If an employee works perform good or exceeded expectations, through the Praise and Reward policy we acknowledge his/her hard work for success at work. To keep employees motivated and through other multiple ways, we reward our staff. For instance, rewarding through special certificates or honoring with compensation, etc. builds an environment where the employee is working for appraises not only for money but for building loyalty.

b. Staff Training

TSCTI fosters healthy, collaborative relationships with call center agents in all our call center contracts. We provide extensive support to ensure that supervisors, customer service representatives, and IT Helpdesk staff have the information they need to understand these programs, understand their roles in program success, and have confidence in the employed tools and approaches. Our training and engagement approach not only teaches about the program and the determination process and technology but also fully supports stakeholders as they plan for and adapt to any new system/process changes or pertinent barriers. TSCTI is committed to providing initial and ongoing training to ensure all call center support staff acquire the knowledge, skills, and sensitivity to meet the needs of the individuals served through this program. We will continually refresh training materials for all call center support staff to ensure the messaging addresses relevant and current topics that respond directly to the OMES' current environment. We are Microsoft Certified Gold Partner, HDI member and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us



to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support. In the following subsections, we describe our training approach and implementation timeline.

Staff Training. As part of our recruiting efforts, Team TSCTI puts every identified candidate through a rigorous screening process and a series of interviews to help ensure we are onboarding the most qualified assessors and support staff. Once these qualified candidates have been selected, we employ an equally rigorous training and quality monitoring approach. Though we will target the hire of call center support staff with established behavioral expertise and familiarity with the OMES' call center support Program, it is vital that we appropriately train each staff member on the complex topics and processes they will be responsible for on a day-to-day basis, specific Statewide call center's requirements, and how to engage individuals. All new hires at TSCTI participate in a structured orientation based on their job description with training elements continually focused on those requirements. Our staff training program will consist of both initial and ongoing curricula, as outlined Table below. All training services are provided by TSCTI training specialists. TSCTI will provide confidentiality, data security, de-escalation, and other training to call center agents relevant to supporting the OMES' Statewide call center operations. Proper education is critical for the call center support staff and gives great attention to ensuring that we educate resources on both the use of the call center system and also on Phone Etiquette (Answer the call within three rings; Immediately introduce yourself; Speak clearly; Only use speakerphone when necessary; Actively listen and take notes; Use proper language; Remain cheerful; Ask before putting someone on hold or transferring a call, etc.), knowledge on how to resolve issues and how to provide maximum caller satisfaction. Every call center support system user will be provided with an Orientation and a system "Get Started Guide" which highlights the functions key to the individual's program role. This is a pictorial guide and is also tailored for specifics of the OMES' call center support program. The curriculum and all training materials are available to the OMES upon request. Call center agents will have unlimited use of our Customer Support Help Desk during the training to help new users fully utilize the system.

TSCTI is committed to providing initial and ongoing training to ensure all call center support staff acquire the knowledge, skills, and sensitivity to meet the needs of the individuals served through this program. Our training and engagement approach not only teaches about the program and the determination process and technology but also fully supports stakeholders as they plan for and adapt to any new system/process changes or pertinent barriers. We will continually refresh training materials for all call center support staff to ensure the messaging addresses relevant and current topics that respond directly to the OMES' current environment. We are HDI member and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support. In the following subsections, we describe our training approach and implementation.

Stage	Timeframe	Focus Areas	Content
Initial Curriculum	Phase One	Orientation to TSCTI culture and lines of business, the importance of the role, and technology resources.	Core Competencies <ul style="list-style-type: none"> o Federal and state requirements o Quality expectations o Interpretation of standards o Key definitions and process flows o Ethics and professional performance o Cooperative strategies with stakeholders o Person-centered and person-first language o HIPAA and data security Program Specific Training <ul style="list-style-type: none"> o The technology platform, functionality, access, user registration, and user guide materials o Resource type and availability o Inter-rater reliability training (where applicable) o Mediation and conflict resolution (where applicable) o Detecting and reporting fraud, waste, and abuse o Phone Etiquette
	Phase Two	Individual position education and readiness, including critical processes and contract requirements	
	Phase Three	Begin the transition to independent work and meet independent quality standards	
	Phase Three Completion	Complete transition to independent work and maintenance of independent quality standards	



Ongoing Curriculum	Phase Four	Continued assessment of quality performance to determine goals, competency strengths and any improvement needs	Ongoing Training: Applicable changes to policies, procedures, processes, or technology. Remedial Training: Topics dependent on performance issues and/or stakeholder feedback Refresher Training (annually): Revisit key topics to maintain competency levels and meet compliance requirements
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Delivery Method: Along with onsite training to call center support staff by supervisor and trainer we give an option to staff to attain online training due to COVID. TSCTI will conduct live web training sessions using an agenda and training content approved by the OMES. Our live web-based training solutions improve access to broad audiences of call center support staff and give providers a cost-effective alternative to on-site pieces of training. Webinar notifications will be sent via email to the provider community 30 days in advance of each scheduled live webinar. Live webinars are easily accessible to providers via links in email communications and on the website. Training will be recorded and shared on our internal training portal with the staff. We typically use GoToWebinar as our webinar resources because of their flexible, user-friendly applications. Webinar resources track provider participation and permit providers the ability to ask live questions during the webinar sessions. Webinars are led by our expert professionals and include vital program content, system "how-to" education accompanied by live demonstrations and ample opportunities for questions and answers with our trainer team.

We will continually refine our training materials to address new state and federal requirements as well as to incorporate reviewer, stakeholder, and attendee feedback, acquired through training evaluations and survey data administered to training attendees as well as the OMES. Recorded webinars will also be available to staff. These are delivered and recorded by topic in brief modules, so that call center staff may quickly identify and retrieve training information pertinent to their immediate needs. Additionally, all training sessions are supplemented with resources that can be found on the website.

c. Ongoing Training and Support

TSCTI takes great pride in our ability to provide fully trained, knowledgeable, and professional staff. Our training program focuses on the learning and performance objectives outlined for each job function. The following text provides an overview of the types of training we provide by position:

- **New Hire Call Center Agent Training:** We provide a comprehensive Call Center Agent training program that spans approximately four weeks. New hire training for agents begins with orientation. This includes our culture, policies and procedures, ethics, general business practices, office conduct, and client confidentiality. New employees receive a handbook and/or access to our intranet site containing company information and policies. After orientation, agents receive training on soft skills. New agents engage in scenario role-play to ensure they can make practical application of these skills. Accent and cultural neutralization are required of all new call center agents. We also incorporate State's current training processes, materials, and methodologies. And finally, we train Call Center agents regarding systems and procedures.
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 - Floor supervisory duties
 - Achieving client goals and program objectives
 - Information Technology
 - Leadership and management skills
 - Call management
 - Agent counseling
- **TSCTI Trainers:** The trainers attend professional classes and seminars during implementation and throughout the contract term to improve their techniques. To prepare for implementation, we establish a schedule as part of our training plan to ensure that agents complete training by the start of operations. We have found that learners respond best to multi-media and small group learning with problem solving and application of the topic. We employ such approaches to training delivery to improve retention of material beyond the classroom and into the work setting where the training can be put to immediate use.
- **Ongoing Training and Monitoring:** Ongoing training addresses training gaps, individual training needs, and changes to systems and policies. We view training as a continuous process that includes quality assurance and monitoring, refresher training, and career development. The goal of our training program is to provide courses that enhance each



participant's work experience. Training evaluations and feedback give us the best insight into the ways our courses can be improved and are a vital part of the training process. Quality and training staff assess both individual and call center trends for training gaps and prepare a plan for refresher training. When a trend appears to impact multiple staff members, training materials are reviewed for accuracy and clarity before rolling them out as a refresher training module. Follow-up and corrective actions are monitored closely to verify their effectiveness in achieving expected outcomes. Ongoing and refresher training are incorporated into our training program regularly. Our training approach includes multiple checkpoints to gauge the effectiveness of our training program. When we identify training gaps, individual training needs, or when systems and policies change, we take swift action to provide retraining or develop new training.

TSCTI takes great pride in our ability to provide fully trained, knowledgeable, and professional staff. Our training program focuses on the learning and performance objectives outlined for each job function. The following text provides an overview of the types of training we provide by position:

d. Assign skill level to each agent

TSCTI assigns the following skill level to each agent.

- Must have 3 years of experience in customer services
- Handle Inbound/Outbound calls.
- Email and Live chat support
- Customer service skills
- Excellent verbal and written communication skills
- Bilingual Spanish/English
- Strong Computer Skills
- Knowledge of Nice CXOne system
- Ability to handle/process high call volumes
- Strong computer, data entry and organizational skills.
- Experience with Microsoft Word, Excel including data entry system
- Strong documenting skills

e. Management of day-to-day activities of Contact Center staff

For OMES' Statewide Call Center services, we will develop statistically valid random samples that are stratified to ensure sampling of each Contact Center Staff (CCS). New and poor-performing CCSs will be subject to a higher sample rate. As staff become more seasoned and consistently meet established benchmarks, sample sizes are adjusted as appropriate. We will use data from the CRM and data analytic tools to select the appropriate number of recorded calls for evaluative purposes. In addition, we will select live calls during normal business hours for live monitoring on a real-time basis in sufficient numbers to complement recorded call quality monitoring.

We summarize below the nature of QA activities, including our methods and techniques for reviewing live and recorded calls received by our CCSs to assess their performance against established QA standards, confirm the accuracy of their responses, and round out the statistical data for reporting.

- **Live Call Monitoring:** Monitoring of active calls will be accomplished through the use of our call recording solution. QA staff will selectively monitor live calls in progress through their computer at any time. They will also have the ability to provide coaching to the CCS or even take over the call if it seems that the CCS needs help assisting the consumer.
- **Recorded Call Monitoring and Calibration:** We monitor a random, statistically significant sample of recorded calls gleaned from our monthly reports. By recording all calls, we capture all conversations, including relevant consent language and any complaints that may arise. This is particularly important when a call has been escalated to help ensure that our staff member's actions and handling of the caller were appropriate to the situation.

We also rely on recorded calls to conduct call monitoring calibration exercises, where individuals with responsibility for monitoring calls—including Supervisors, QA staff, and Exchange staff if they so choose—listen to the same calls, score them for quality, and discuss any discrepancies. This instills more integrity into the QA review process by reducing scoring variability across those who monitor calls.



If performance falls below quality standards, or early detection indicates that performance could fall below standards, we identify opportunities for improvement and develop a corrective action plan (CAP) to resolve deficiencies. A CAP is a standardized document with tasks, responsible individuals, interim goals or milestones, and a schedule. It is targeted at the remediation of a specific problem. Continuous improvement, on the other hand, is an ongoing effort to improve services and outcomes. Activities include both incremental improvements over time and breakthrough improvements that occur all at once. We use a continuous improvement process to define, measure, analyze, improve, and control our business processes, including those embedded in the QA program. Our approach to QA, however, minimizes the need for CAPs because performance is monitored so closely and proactively as to prevent and mitigate performance failures. Below are key activities we will perform to manage the call center performance quality.

Call Monitoring Team: The Call Monitoring Team, consisting of members of the Quality Assurance unit as well as agent supervisors, will be responsible for reviewing calls, addressing skill deficiencies, and recognizing superior agent performance. Specific responsibilities include:

- Scoring the appropriate number of calls per agent per month to identify skill gaps and provide feedback on service levels
- Providing direct coaching to agents based on the team's findings (usually done by unit supervisors with the information provided by Quality Assurance unit members)

Upon monitoring the calls, the Call Monitoring Team will conduct a monthly meeting to identify trends in skill deficiencies across the entire group of agents. Based on this conversation, additional training will be designed and implemented to drive continuous improvement. The Call Monitoring Team will conduct quarterly calibration sessions to align scorecard grading practices. All call monitors will be scored based on the same list of recorded calls. Results with a wide range of scores will be discussed as a group until a consistent grading standard can be decided upon.

Call Monitoring Frequency: Review frequency will vary based on agent tenure within the call center. As an agent becomes more experienced, the number of calls reviewed should decrease. If an issue arises with an agent's performance, additional call monitoring will be conducted.

Agent tenure	Minimum Frequency*
Under 1 month	2 calls/day
1 – 6 months	3 calls/week
Beyond 6 Months	8 calls/month
Additional monitoring due to poor performance	3+ calls/week

**Stated frequency can vary based on the agent's performance and years of relevant call center experience or as required by the OMES.*

Call Monitoring Selection Procedure: Calls will be randomly selected among the different days of the week, times of the day, and Lines of Business the agent takes calls for to provide a well-rounded perspective on an individual agent's typical performance. Call monitors will also select some calls based on their noteworthy characteristics (e.g., longer than average talk time, unusually long hold times, etc.) given the calls' inherent coaching opportunities.

Call Scorecard: The Call Scorecard is composed of 20 questions and is scored on a 0 to 100 scale. Roughly half the questions focus on basic customer service skills. The other half look at specific job skills. Each numbered question is worth 5 points. A minimum acceptable monthly score average is 85 for each call agent. Average scores below 85 will trigger additional call monitoring and a detailed remediation plan for the call agent. Past months' data will be reviewed and compared against the current month to identify trends and to ensure that call agents improve in their quality. The scorecard also contains a narrative section that the call scorer should use to record an overall impression of how the call went, suggestions for improvement, and to record any "critical errors" found during the call. Critical errors include the agent hanging up on the caller abruptly without resolving the customer's inquiry, using inappropriate or abusive language, or inappropriately disclosing confidential information to or about a caller.

Agent Feedback Sessions: Upon completion of the monthly call monitoring process, agent supervisors will set up individual one-on-one feedback sessions with their respective call center agents. These meetings will be scheduled promptly following the call monitoring process and no later than by the end of the month. These meetings are an opportunity to review



call monitoring results and areas for agent improvement and serve as a two-way dialogue to improve agent development and call monitoring processes.

Performance Recognition: Performance recognition will occur monthly after call monitoring has occurred. A list of agents with perfect QA scores for the month will be recognized through an office bulletin board or e-mail newsletter. Showcasing and honoring top talent further incentivizes agents to improve their performance and reinforces the culture of prioritizing high-quality customer service.

Agent Feedback Considerations: Consideration will be given to tailoring agent feedback based on the individual agent's stage of development. The focus will be on helping new agents to perform satisfactory work, helping agents perform satisfactorily to have excellent performance, and recognizing and encouraging agents having excellent performance to continue doing so.

TSCTI team will manage the day-to-day activities of contact center staff through Staffing Management & Tracking System (SMTS) CONREP. TSCTI will also utilize ActivTrack Software that can help us to provide data-driven insights through intuitive reports and dashboards to improve workforce productivity and operational efficiency. By this, we will,

- Track productivity trends across teams and individuals.
- Assess focus and engagement for remote and in-office teams.
- Identify and resolve workflow bottlenecks.
- Safeguard data privacy and security of customers and employees.
- Enable managers to be a mentor to employees.

f. Employee engagement

TSCTI understands that employee engagement makes a difference because it affects performance, productivity, and profits, and is key to business sustainability. It also has a significant impact on employee well-being, and how well employees are able to serve customers and is essential for recruiting and retaining top talent. TSCTI has a retention rate above the industry average over the past five (5) years across the team. This is attributed to our employee growth program and our comprehensive benefits package as depicted in Figure. Our philosophy is that professional growth, training, regular & positive performance reviews, and comprehensive benefits facilitate the retention of an experienced and dedicated workforce. These policies address various compensation components as shown in the figure. We offer highly competitive pay and comprehensive benefits, a promotion from within the culture, initiate routine morale-boosting activities (e.g., spot bonuses, team lunches, formal recognition, etc.) and provide a highly accessible corporate structure & professional HR representatives to support direct employee interaction.



Employee Engagement Plan

A key function of TSCTI's success with retention has been our efforts to promote from within the team, wherever possible. This focus on employee growth is a proven means to retain high-value team members, by showing them a "path to growth" and even applies to employees who hope to be promoted, as they too see a way for themselves to succeed in the future. TSCTI's extensive experience with similar projects has solidified the key to effective performance, which is a fully qualified, stable workforce. The method of recruiting and retaining such a workforce is a combination of competitive salaries, benefits, and individual recognition for the contribution to mission success. Our approach to personnel management has resulted in significantly lower voluntary turnover rates than the industry average. The following is a list of the other primary methods employed to retain staff members followed by a brief description of each of these items. Management focuses on these areas to promote overall staff retention:

- Providing supportive management
- Individual career development
- Competitive salaries



- Competitive benefits package
- State-of-the-art work environment

Providing Supportive Management: TSCTI management supports its employees by providing timely feedback, recognition, individual career planning, and ensuring that employees have the tools they need to do their jobs. Communication is a key factor in employee retention. Feedback is provided consistently through verbal and written communications and formal and informal performance reviews. Recognition is provided through several mechanisms, including:

- Verbal and written commendations “on the spot”
- Verbal and written commendations at meetings
- Awards and bonuses

Management provides consistent feedback to open lines of communication for both positive and negative feedback to and from the employee. Employees receive “on the spot” awards for outstanding performance as it occurs. Employees are recognized for their contributions at meetings and company-wide gatherings. We will hold regularly scheduled staff meetings, luncheons, and grassroots-level meetings to communicate project events, the status of work schedules, and other relevant information. Our Program Manager holds encouraging discussions with our consultants concerning workplace issues and complaints and provides methods to motivate and improve the efficiency/effectiveness of work operations. Individual and group awards are presented to recognize both individuals and teams for sustained excellence. Another key ingredient to retention is the individual career plan.

Individual Career Development: TSCTI managers work with each employee to develop individual career plans. The plans contain three types of goals and objectives: 1) achievements on behalf of the customer, 2) achievements specific to TSCTI, and 3) training programs help to meet the targets identified in the first two areas. The goals and objectives identified in the career plan provide the basis for the employee’s annual performance review. The plan communicates what the employee is expected to accomplish and is developed by the employee with input from the direct supervisor. This participatory management style provides the employee the opportunity to set the direction of his/her career and the criteria by which he/she will be judged. The result most often is that the employee sets higher goals than the supervisor would have set. The employee also works harder to achieve goals and objectives than he/she would have had the goals and objectives set solely by the supervisor.

Competitive Salaries: TSCTI’s staff both employees and teaming partners, have a strong commitment to excellence and are our most valuable assets. TSCTI has established corporate guidelines for fair and equitable salary based on skills, years of experience, and education and training. The salary ranges for our respective labor categories are based on industry-standard salary surveys appropriate to the areas in which we do business.

Competitive Benefits Package: While compensation is one of the lesser reasons employees use to determine whether to stay with an organization or move on, we at TSCTI provide competitive salaries with an outstanding benefits package. The benefits package includes the educational and training programs described earlier, a 401(k) program, cafeteria-style family health care options with multiple health care options to choose from, and a vacation program.

ii. Preferred Documentation

1. The Bid shall include, as applicable, Hosting Provisions, Service Level Agreements (SLA’s), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA’s and other information are subject to negotiation and additional provisions related to hosting services and SLA’s may be required prior to any award being issued.

TSCTI has provided the appropriate Service Level Agreement, Billing information, Documentation, and Pricing below mentioned points i.e. (2, 3, 4) whereas, Training (Section 8, Point 12. B and C), Account Team/Support Provision (Section 8, point 2), Escalation Process (Section 8, Point 3) is provided above in various sections. for each service.

2. A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support. The SLA should include an example performance report and a matrix for service credits that relate to the Bidder’s performance under the SLA.



Standard SLA outlines below are the minimum service that OMES may expect for services, warranties, and support.

SLA	SLA component	Benchmark	Team TSCTI's Approach for Meeting the SLA Consistently.
Email	Avg email received and replied	100%	We will set up an automated system for replying to emails.
Chat	Avg chat response time	100% for self-help	We will introduce chat bots, and RPA to reduce the response time. Our helpdesk has resolved issues with an average time of 5 minutes at other State and Federal agencies
Answering time	Avg help desk call answering time	50% <60 sec	We will set an SLA of 30 sec for our team to answer all calls. Currently, we are meeting an SLA of 15 sec at other state and federal contracts
Answer Calls	Percentage of calls answered	94.5%	Team TSCTI will provide more staff during the core hours or business hours to ensure 96% of the calls are attended to before going into the voice mail. If the calls go to voicemail, our help desk team will return the call within 5 minutes of the voice mail received. A voicemail receipt will be provided to the customer within 1 hour.
Call Abandoned Rate	Average of help desk calls abandoned while waiting in the queue	<160 sec	Team TSCTI will ensure all the phone calls are answered within 60 secs rings and not left on hold for more than 120 seconds without an update to the caller. This will be reported in the QA Report.
Talk time	Average talk time	5 - 12 minutes	Team TSCTI will update the Knowledge Management Database and provide timely trainers to ensure the Help desk team is knowledgeable and skills are current. We will provide first-level support to
In-bound Call	The average number of inbound calls per professional	25-30	Team TSCTI trains every personnel working on that contract to provide faster resolution and answer maximum calls. We ensure our team has the knowledge bases handy and

3. Billing Information outlines what information is provided in billing the entity and how it is delivered.

We comprehend that timely payment to the staff is a very important factor for our employee's satisfaction. TSCTI has never missed out on the decided dates or time frames to make payments to our valuable employees and all the TSCTI employees are aware of these arrangements. TSCTI utilizes CONREP as an accounting system that segregates timesheet details by Agency, Purchase Order number, Line Item, and resource; this allows us to generate an invoice with as much detail and summarization as specified by each client for each Purchase Order. TSCTI is generating the bi-weekly invoices and will directly email them to the OMES Accounts Receivables email account and OMES Manager. The payment is made through automatic transfer to the employee's account, details of which are taken at the time of hiring. The amount is calculated based upon the timesheet sent to the company duly signed by the manager at the client-side.

The steps involved in generating invoices/billing are described as under:

- Invoices for services rendered will be submitted every month in which the services have been provided.
- Two types of Invoices will be submitted as under:
 - One consolidated Invoice containing a consolidated summary of all consultants indicating the number of hours worked by each of the consultants, discount, after-hours worked, expenses, etc. in case of multiple consultants working on Work Order.
 - One Detailed Invoice for each of the consultants indicating the number of hours worked by the consultant, discount, after-hours worked, expenses, etc.
- The invoice includes, at the minimum, complete details like
 - Project Title; Invoice number; Start and End dates of the Project; Hours billed; Each Position Title; Period covered and Invoice total.
- The following documents will be attached with the detailed invoice.
 - Weekly signed copy of the timesheet
 - After hours' approval form
 - Expenses Statement (if any)
 - Scanned copies of all receipts (if any)
 - Invoices will be submitted to the address specified within the purchase order
 - An annual summary of billing will also be provided if requested by the OMES.
 - A final invoice is raised after the project.
 - Each expense and/or disbursement is specifically identified on the invoice.
 - Payment is expected to be made within the agreed time after the invoice is submitted to the OMES.



Because our system is DCAA approved and we use standardized processes built on the latest technology, our invoice discrepancy rate is less than 0.01%. Still, TSCTI has a team of professionals to handle invoice and timesheet issues and provide timely resolution. We understand that there may be overpayment or underpayments due to incorrect invoices or any other reason, such as the OMES is not in agreement with the invoice submitted by TSCTI. For realized overpayments, we credit the difference amount to a government account within 10 days. If the OMES and TSCTI disagree over the invoice or payment made, we follow OMES rules and regulations for the invoice issue resolution.



22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite #900
McLean, VA 22102-3827
EIN - 22-3502121

Invoice

Date	Invoice #
5/19/2022	72053

Bill To
[REDACTED]

		Terms	Due Date
		Forty Five Days	7/3/2022
Quantity	Description	Rate	Amount
2.5	Period (04/04/22 to 04/10/22)	80.00	200.00
2	Period (04/11/22 to 04/17/22)	80.00	160.00
5	Period (04/18/22 to 04/24/22)	80.00	400.00
2	Period (04/25/22 to 05/01/22)	80.00	160.00
1	Markup	25.00%	230.00
DUNS No. 028619588, Cage Code-3DYY9, For Invoices:Contact Mr.Shiv, #804-442-3114, accounts@tscti.com		Total	USD 1,150.00
Phone-(804) 442-3114 Ext. 1121		Payments/Credits	USD 0.00
E-mail accounts@tscti.com		Balance Due	USD 1,150.00

A sample copy of the invoice generated for OMES under the current contract.



4. Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.

TSCTI has developed proven documentation methods for reporting on project activities that offer the OMES oversight and tools necessary to monitor the status and track the progress of the program. We understand the importance of accurate, easy-to-use and flexible reporting tools that facilitate oversight of project operations by providing users with critical performance data for monitoring, program forecasting, and quality customer service. TSCTI will work with the OMES to carefully define reporting requirements and to ensure that our report formats are optimized to meet the OMES's needs.

The core of our reporting solution will be powered by our telephony solution and call tracking system. We generate a standard set of reports on demand throughout the day and summarize results daily, weekly, monthly, and annually per contractual requirements, and we will deliver reports to the OMES or other designated recipients. Below is the list of reports available to the OMES to measure TSCTI's performance:

Agent Activity Reports:

- Number of calls handled
- The total handle time for those calls
- Average handling time
- Shortest and longest handle time

Agent Status Reports:

- Signed out
- Available
- Busy (Handling a contact)
- Wrapping up
- Unavailable / Idle
- Break

Call Abandon Reports:

- Percentage of calls that were abandoned
- Average wait time for a call to be abandoned
- The longest a customer waited before they abandoned their call

Call Detail Records:

- When the call took place
- Who called (through caller ID recognition)?
- How long the call was "on hold"
- How long the call lasted

Call Transfer / Call Direction Reports:

- Total number of calls received/made
- Total call duration
- Average call duration
- Longest call duration

Inbound Call Summary:

- Months of the year
- Days of the week
- Hours of the day

Queue Activity Reports:

- Average wait time before calls were answered
- Longest wait time before a call was answered
- How many calls were handled across each queue?
- Total calls that met service level agreement

5. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.

TSCTI has provided detailed training in section (Section 8, Point 12. B and C)

6. Account Team and Support Provisions outline the Bidder's capabilities of providing world class support and account service.

TSCTI has an experienced Account Team with an average experience of more than 10 years in providing Call/Contact Center Staffing and Management services. Our team consists of an in-house call center management professional who is responsible for providing services whether it is related to call center staffing or call center management or both. TSCTI has a well-established call center staffing center that holds expertise in providing call center agents in short turn-around time. For effective management and operation, our dedicated account team will be set up for OMES. With an AM heading the communication between TSCTI and the OMES. Our Account Management Team focuses on streamlined communications maximizing efficiency and coordination across the OMES's dynamic environment. Each level of TSCTI stakeholders owns responsibility within their defined Area of Responsibility (AOR) with defined reporting touchpoints and reporting mechanisms (*stand-up meetings, weekly reporting, ad-hoc, etc.*) across the organization and with OMES leadership as appropriate. TSCTI has the corporate resources to fulfill all contractual, administrative, quality, technical, and staffing needs for the OMES. TSCTI will ramp on and manage personnel quickly and efficiently based on our deep and ready resources, relevant experiences, and processes-in-place gained from managing 130+ Federal contracts, including 85+ State contracts, receiving "Exceptional" or "Very Good" ratings on most of our contracts.



Account Team Capabilities: To ensure the continued success of this contract, our *Account Manager (AM) Mr. Sandeep Singh* brings over 11 years of experience in managing overall operations of a more than 300-seat call center and Bilingual Team. TSCTI's approach provides accountability and control through our defined chain of command that starts at the top with our Executive Leadership, and down through our AM as the primary POC for the contract. Mr. Sandeep holds the authority to negotiate and sign contracts and modifications. The Program Management Office (PMO) is responsible for corporate oversight, reviews, staffing resources, and ongoing improvement of best practices. Our *AM* will report directly to the Program Director, Mr. Kashif R Hashmi, who will provide Executive Leadership to our Account Management team. Mr. Hashmi will perform internal quality assurance checks and guide our management team to ensure service commitments. He will solicit feedback from OMES's key stakeholders as part of our continuous improvement initiative. Our executive leadership can also be called upon to assist in challenge resolution at the highest level, as warranted. This hands-on approach to our Senior Management will ensure prompt resolution of all issues that might arise and demonstrates TSCTI's total commitment to the success of the contract. Our team of talented and enthusiastic experts guides OMES through the entire process to ensure transparency and efficiency. The figure shows is the organization chart specific to OMES and the requested details of our personnel.

Position Title	Qualification and experience
Kashif R Hashmi/ Project Director	<ul style="list-style-type: none"> Over 20 years of experience managing call center operations Master of Science, Management Information Systems Technology PMP; ITIL Foundation; and Certified in the Governance of Enterprise IT <p>Experienced in outsourced and in-house operations, and complex system implementations. Strong experience in implementing Call Center Solutions and management for various Federal and State clients such as the United States Patent and Trademark Office, Defense Language Institute Foreign Language Center, State of New Jersey, and more. Proven experience in implementing and handling Call Center Operations related to Information Technology, and the Educational and Healthcare sectors. Management and development of supervisors and all other operational management associated with day-to-day Call Center operations. Hands-on experience in the development and implementation of all operational strategies ensures that performance, culture, and overarching Call Center controls and processes are aligned with client objectives. Proven track record of completing numerous complex customer support/call center projects on time and within budget. Proven ability to work with key stakeholders in management and implementation of current and emerging technologies as well as their application. Expertise in achieving business strategy objectives, standardized processes, and oversight of Quality, Operational metrics, and Service Level goals in the Call Center.</p> <p>Responsible for all aspects of the Program and supports the management of the Contract, serving as the key escalation point for OMES's executive stakeholders. Attendance at the Quarterly Business Reviews. Has full access and contractual signature authority. Able to negotiate terms and conditions for changes/additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the OMES for performance under the terms and conditions of the Contract.</p>
Sandeep Singh, Account Manager	<ul style="list-style-type: none"> Over 11 years of experience managing and providing call center staffing PGDIM, International Marketing PMP Certified <p>Possesses excellent working experience with a complete call center recruitment lifecycle starting from the quality hiring process including coordinating interviews with the client, and selection until the successful accomplishment of a project milestone. He has excellent experience in selling Call center staffing solutions and services, to the government sector. Expertise in management-related communication and managing client engagements as a single point of contact. Skilled in ensuring SLAs are met and taking corrective actions for issues identified. Good understanding of the requirements and requirement forecasting. Firm up a unique value proposition addressing the opportunity, present the same to the decision-makers in the account and negotiate and firm up the contract.</p> <p>The chief point of contact during the entire term of the contract. Responsibilities include managing the OMES's Contact Center requirement regularly by interfacing with internal and technical staff to ensure responsiveness and program objectives are met. Provide input and recommendations where applicable in developing new projects/campaigns and maintain quality assurance. Proactively analyze the OMES's programs on an ongoing basis to determine current and future requirements.</p>

Corporate Reach Back: We provide a layer of additional support to the OMES through our team's corporate reach-back to *Management, Contract Administration, Recruiting, Quality Assurance (QA), SMEs, and Human Resource (HR)* assets to fulfill staffing, surge, or ramp up needs. In the below-given table, we have described in detail our departments involved in corporate reach-back and key responsibilities areas under this contract to assure a quality and timely delivery of all services needed by the OMES. The success of the OMES Customer Service Representative depends deeply on the identification and placement of resources when staffing needs or surge support arise for a task order. Our Staffing Center will have direct access to multiple channels to fulfill the OMES staffing or surge support as required



Department	Team Personal	Task Description
Staffing	Recruiter, Recruitment Lead, Recruitment Manager	Whenever any additional staffing requirement or surge support requirement is received from the OMES, AM at TSCTI will share and discuss the staffing requirement with the Recruitment Manager (RM). The RM will assign the discussed staffing requirement to the Recruitment Lead (RL) and RL will assign the task to the Recruitment team and will also monitor recruitment performance and share the profile of the shortlisted candidate with the RM. The RM will do the final assessment of shortlisted candidates and share the reports with the AM. The AM will share that profiles with the OMES and based on the feedback received from the OMES, the AM will follow further activities.
Human Resource	HR Manager, HR Executive	Once the candidate is selected by the OMES; the HR team will follow up with the candidate and the OMES and conduct all joining formalities and paperwork. The HR team will also be responsible for receiving and processing approved timesheets by the OMES project supervisor and generating the invoices and submits to the OMES. HR will also follow up with candidates to identify their needs and training requirements and provide all required sources.
Finance	Finance Manager, Account Executives	Responsible for managing accounting-related workflow (time sheets, expenses, AP, AR, etc.) and providing, and interpreting financial information. Monitoring and interpreting cash flows and predicting future trends. Analyzing change and advising accordingly and formulating strategic and long-term business plans. Prepares contracts for internal review and approval and ensures compliance with TSCTI policies as well as applicable laws or regulations.
Security	Security Team	Our Security Team uses a Firm-wide database to track and maintain the clearances and accesses for our cleared staff. The security team handles clearance requests via their automated Joint Personnel Adjudication System (JPAS)/Joint Clearance and Access Verification System (JCAVS), utilizing the Electronic Questionnaire for Investigation Processing (e-QIP), ensuring we comply with Periodic Reinvestigation guidelines.
SMEs	Domain-Specific SMEs	We have a team of domain-specific SMEs to help our on-site team in the performance of quality work, they act as a mentor for on-site staff to help them in critical areas and in the timely delivery of assigned staff. When required, SMEs provide training to on-site staff to keep them up to date with the latest tools and technologies.
Quality	Corporate Quality Assurance Manager	Responsible to develop and maintain a Quality Control Plan to implement and maintain the OMES contract by the solicitation requirements, policies, and procedures. Responsible for maintenance of QASP and APL for task area. He will have the reach-back capability to engage subject matter experts to resolve issues.

7. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

TSCTI's approach to OMES is to provide an organization structured into teams focused on rapid response and resolution of incidents, problems, and requests. For the fastest incident response time to our clients during emergencies, we provide the emergency number and direct email IDs to our level 3 and level 4 personnel. In case of emergency, the direct decision will be taken by our higher authority by resolving any issue that may impact/delay the project timeline. If the condition is an emergency, this will be communicated to the TSCTI with the request that corrections are to be accomplished immediately. TSCTI will respond to the notice in emergencies within twenty-four hours. The table below depicts the standard escalation process.

Steps	Description of Activity	Responsibility
1	Issues Identification – Identify issue; Technical staff escalates to Program Lead; Program Leads escalate as needed to PM and/or Program Lead communicates problem to Team TSCTI leadership as needed based on criticality and severity	PM, Call Center Supervisor
2	Issue Tracking/ Resolution – Level 3 – Interact with the concerned consultant/stakeholder whom the issue is impacting; Resolve the issue and convey the status to the client and stakeholder; Escalate any unresolved issue to Level 2; Update the Audit log	PM, Call Center Supervisor
3	Issue Tracking/ Resolution – Level 2 – Understand the issue, the affected groups, and the position of stakeholders; Determine a resolution; Determine an appropriate plan of action; Escalate any unresolved issue to Level 1; Inform affected groups	PM, Call Center Supervisor
4	Issue Tracking/ Problem Resolution – Level 1 – Reach an understanding of the issue, the affected groups, and the position of the existing parties; Determine a resolution; Determine an appropriate plan of action, convince the stakeholders; Inform affected groups, and convey to Executive Leadership	PM, Executive Leadership

iii. Bidders must agree to comply with Exhibits 2 and 3 of IRS Publication 1075.

TSCTI complies with Exhibits 2 and 3 of IRS Publication 1075.



ii. If an information technology VPAT is required

If an information technology VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at a Bid Packet page referencing the VPAT.

Not Applicable

iii. If an information technology Security Certification and Accreditation Assessment is required

If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.

Not Applicable

iv. If service level agreements are required

If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.

Not Applicable

v. If a Statement of Work is required

If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

Not Applicable